

# EXHIBIT

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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

STEVEN D. MURRAY, :  
*Plaintiff* :  
v. : C.A. No. 23-cv-00469-WES-LDA  
: :  
COMMUNITY COLLEGE OF :  
RHODE ISLAND, alias, COUNCIL ON :  
POST SECONDARY EDUCATION, alias,:  
and ROSEMARY COSTIGAN, alias, :  
in her individual and official capacities, :  
*Defendants* :

**AFFIDAVIT OF MAZIN ADAM**

1. My name is Mazin Adam. I am over the age of eighteen (18), of sound mind, and could testify in court to the facts set forth in this Declaration if required.

2. I am a professor with tenure at the Community College of Rhode Island ("CCRI") in the Art, Art History, and Design department.

3. I am currently the President of the CCRI Faculty Association ("CCRIFA").

4. CCRI is a public college with an open campus and advertises and holds itself out to the public as such. Members of the public, as well as students, faculty, and staff of CCRI, are free to use the library, cafeterias, lavatories facilities, and to walk and recreate on the grounds, as well as attend any number of events held on campus including sporting events, concerts, talks, presentations, and other such events and activities.

5. I have known and worked closely with the Plaintiff in this case, Steven D. Murray, for many years.

6. Professor Murray is currently the Vice President of the CCRIFA.

7. The CCRIFA By-laws set out the duties and responsibilities of the officers of the CCRIFA, including the offices of President (section 4.3) and Vice President (section 4.4).

8. In my capacity as President of the CCRIFA, I greatly rely upon the knowledge and assistance of Professor Murray in his role as Vice President and as a longtime active and effective CCRIFA member to effectively engage in concerted union activity on behalf of the faculty and our students.

9. Professor Murray served as the President of the CCRIFA from 2016 through 2020, and he has been actively involved in concerted union activity on behalf of faculty and students throughout his career at CCRI.

10. To perform my duties and responsibilities as President of the CCRIFA it is essential that I interact in person on campus with faculty union members, students, staff, and administrators.

11. To perform his duties and responsibilities as Vice President of the CCRIFA, it is likewise essential that Professor Murray interact in person on campus with faculty union members, students, staff and administrators.

12. To not allow Professor Murray to be present in person on campus under any circumstances and to meet in person with faculty union members, students, staff, and administrators has substantially negatively impacted and will continue to substantially negatively impact his ability to perform the concerted union activities of his office as Vice President of the CCRIFA and as a CCRIFA member more generally.

13. To not allow Professor Murray to be present in person on campus and to meet in person with faculty union members has substantially negatively impacted and will continue to substantially negatively impact his ability to campaign for CCRIFA Union office in the upcoming CCRIFA Union Officers' election scheduled for April of 2024. Professor Murray has told me that he intends to run for office in that election.

14. Pursuant to the By-laws of the CCRIFA, and in my role as President of the CCRIFA, I have sought to assign Professor Murray as a representative on a number of very important committees that meet in person on campus at CCRI, including the Faculty Senate, the 7 Week Course Semester Implementation Committee and the Faculty Stipend and Release Time Committee.

15. In each case, the Administration has responded to me that since Professor Murray is banned from all CCRI campuses, he is not allowed to serve on any of these committees despite my designation of him as CCRIFA representative on those committees.

16. I asked the CCRI Administration to agree to schedule the meetings of the 7 Week Course Semester Implementation Committee off campus at the offices of NEARI. As Vice President of the union and longstanding influential and vocal advocate for the faculty and best interests of the faculty association, I chose Professor Murray because he was the most qualified to represent the association on this committee. The Administration refused to schedule the 7 Week Course Semester Implementation Committee meetings off campus or to allow Professor Murray on campus for the purposes of these meetings.

17. As Vice President of the union, Professor Murray is the union's Grievance Committee Chair and, as such, it is his responsibility to attend and manage all grievance hearings.

18. Because of his banishment, the CCRI Administration has cooperated in scheduling all grievance hearings off campus.

19. Similarly, the CCRI Administration has agreed to hold all CBA mediation meetings off campus so that Professor Murray, as one of the members on the CCRIFA negotiation team, may attend.

20. However, Defendants have not agreed to schedule any other committee meetings off campus to enable him to attend.

21. Professor Murray has been banned since February 28, 2023 and remains banned from accessing the CCRIFA Union office located on the third floor of the CCRI Knight Campus. The CCRIFA Union office is where all of the CCRIFA records are stored, including member records, prior faculty contracts, grievance records, contract negotiation records, salary studies, and historical records of the Union. Professor Murray needs ongoing access to those records and that office to perform his duties as Vice President of the CCRIFA.

22. Professor Murray has been banned since February 28, 2023 from accessing his CCRI faculty email which the CBA designates as one of the dedicated and primary forms of CCRIFA communication.

23. I have received numerous complaints from CCRIFA faculty members who have tried to reach Professor Murray via his faculty email and have been unable to reach him and do not know how to reach him. In addition, the work around of using Professor Murray's personal email on the CCRIFA listserv has been problematic, as his emails often bounce back and/or are routed to SPAM and do not reach members.

24. As a result of the foregoing, Defendants effectively exercise unilateral and unfettered control over what CCRIFA activities Professor Murray is able to engage and which he is barred from.

25. As a result of the foregoing, CCRIFA Union members have been greatly negatively impacted by the Administration's refusal to allow Professor Murray on campus.

26. I am on sabbatical for the Spring 2024 semester (classes begin on January 22, 2024 and end on May 3, 2024) and there will be times that I am traveling and will not be able to be in Rhode Island to perform my duties as President of the CCRIFA. Pursuant to the CCRIFA By-laws, Professor Murray will need to take my place at those times, including handling matters that meet on campus.

27. During this period, specifically in March of 2024, the accreditation team from the New England Commission of Higher Education (NECHE) will be on CCRI campus conducting meetings and speaking with faculty, staff, and students as part of the 10 year accreditation review of CCRI. The CCRIFA and I need our Vice President to be present for these essential proceedings.

28. I am an elected member of the Curriculum Review Committee (CRC) as is Professor Murray. Pursuant to the Faculty Contract, the CRC is made up of 13 elected faculty members who review and vote on crucial issues related to the curriculum of the College. Professor Murray has served on the CRC for many years and possesses great institutional knowledge and knowledge re the curriculum.

29. Defendants have refused to hold CRC meetings off-campus, to allow Professor Murray on campus for those meetings, or to hold them remotely, thus barred Professor Murray from taking his elected seat on the CRC.

30. Banning Professor Murray from participation on the CRC has negatively impacted the functioning of the CRC to the detriment of the faculty, our students and the people of our state.

12/22/23  
Date

Mazin Adam

Sworn and subscribed to before me in **Warwick, Rhode Island**, on this 22<sup>nd</sup> day of December, 2023.

NOTARY PUBLIC

(name) Richard A. Sinapi

My Commission Expires: 6/22/2025

